BEFORE THE LABOUR COURT AT HUBLI

**Reference No. I.D. (L.C.H.) of 1970.**

*Between:*

(1) The workmen of Nippani Electricity Company (P) Ltd., Nipani, Represented by Nipani Veej Kamagar Sabha, Nipani ... *Claimant*

*Vs.*

(2) The Management of Nippani Electricity Co., (P) Ltd. ... *Respondent*

Herein the joint memorandum of the parties is as under :—

1. The parties to this Industrial Dispute had mutual discussions and deliberations and on considering the financial position of the Company and the impact of the financial liabilities on account of the demand made by the workmen have arrived at a mutual settlement as detailed below:

2. The following demands, *viz.*,

(i) Demand No. 3—Hours of duty of the Office staff.
(ii) Demand No. 6—House Rent Allowance.
(iii) Demand No. 9—Sick Leave.
(iv) Demand No. 12—Gratituity Scheme.
(v) Demand No. 15—Change of weekly off.
(vi) Demand No. 16—Free rain coats.
(vii) Demand No. 19—Wages for daily workers.
(viii) Demand No. 20—Minimum for daily wages.
(ix) Demand No.22—Additional wages to Shri Daddi.
(x) Damand No.24—Bonus,

are not pressed by the claimants.

3. The following demands *viz*:—

(i) Demand No. 4—Hours of duty for out door staff.

(ii) Demand No. 5—Overtime wages

(iii) Demand No. 7—Free supply of Electricity to Sri Ghatge.

(iv) Demand No. 8—Supply of Electricty in respect of Sri Gojare alone is agreed as is being given to other workmen.

Not pressed in respect of Shri Daddi and Kudi as they are no more in the service.

(v) Demand No. 11—Washing allowance at Rs. 2 per month per head.

(vi) Demand No. 14—Confirmation of Temporary Employees.

(vii) Demand No. 17—Supply of Torch to meter readers at the time of meter reading,

have been agreed as claimed.

*4 Demand No. 10.—*

It is agreed that the age of superannuation in respect all the workmen of the Company will be 58 years of age.

*5 Demand No. 13.—*

It has been agreed by the parties to raise the rate of cycle allowance by Rs. 2 per month and fix it at Rs. 7 per month. The allowance will be paid to those concerned from 1st April 1970.

*6 Demand No. 18.—*

Assessing the requirement of additional space, and furniture arrangements will be made.

*7 Demand No. 21.—*

The Management agrees to pay Shri A. G. Mulla, N. L. Jadhav and Shri S L. Patil alump sum amount of Rs. 50 (fifty) each in full and final settlement of the said demand.

*8 Demand No. 23.—*

Shri B. K. Jadhav shall be paid at Rs. 2 per month for the period of 1st January 1969 to 31st March 1970 by way of increment.

*9 Demands No. 25—*

The management agrees to recognise the Nipani Veej Kamgar Sabha as the Trade Union representing the workmen and the Sabha undertakes to abide by the code of discipline.

*10 Demand Nos. 1 &2.—*

In respect of demand Nos. 1 and 2 pertaining to wages, scales fixation, classification and D. A., it has been agreed by the parties in the manner prescribed below :—

(i) The Union does not press for a separate D. A. It is further agreed by both the parties to introduce time scale of wages with an understanding that the total impact on account of annual increments for the first year from 1st April 1971 shall not be more than Rs. 150 (Rupees one hundred fifty) per month and

additional Rs. 150 for the year commencing from 1st April 1972.

(ii) The management agrees to pay with effect from 1st April 1970 an amount of Rs. 700 per month by way of increasing in the existing wages of all the workmen. This amount w ll be distributed by mutual consultation and understanding.

(iii) The classification of the Workmen the scales payable to them and their individual fixation in the scale and grade shall be done in mutual consultation.
The scales and grades will be effective from 1st April 1970. The next annual increment will be payable with effect from 1st April 1971.

This settlement shall come into force from 1st April 1970 and shall continue to be operative till 31st March 1973.

The management agrees to pay amount payable under this agreement on or before 31st March 1971.

The workmen agree to Co-operate with the management fully to bring down the overheads and cost of operation of the organisation. During the period of operation of this settlement the workmen agree not to raise any dispute or demands involving financial burden on the company in respect of the demands covered by this reference.

The parties agree to bear their own cost of this case.

The parties request this Hon. Court to pass an award in terms of this settlement memo.

Hubli :
Dated : 5—12—1970.

Representing Workmen :
1) Sd/-
Pres dent, N. V. K. S.

2) Sd/-
Vice President, N. V K. S.

Witness :—
1) Sd/-
(G. M. Hegde
2) Sd/-
(M. K. Nesarlar)

Representing Management.
1) Sd/-
Managing Director and Chairman.

2) Sd/-
Reprosentative.

"True Copy"

.....

*Presiding Officer.*
*Labour Court, Hubli*